

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Covanta Energy Corporation		03/28/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Bank of America, N.A., as Collateral Agent		
Street Address:	1 Fleet Way		
City:	Scranton		
State/Country:	PENNSYLVANIA		
Postal Code:	18507		
Entity Type:	National Association: NORTH CAROLINA		
PROPERTY NUMBERS Total: 16			
Property Type	Number	Word Mark	
Registration Number:	2865389	COVANTA ENERGY	
Serial Number:	77054918	COVANTA	
Serial Number:	77054552	TRANSRIVER	
Serial Number:	85417332	4RECOVERY	
Serial Number:	85417331		
Serial Number:	85417335	COVANTA 4RECOVERY	
Registration Number:	4032755	ECOVANTA	
Serial Number:	85215307		
Registration Number:	1602911	REF-FUEL	
Serial Number:	85286265	REF FUEL	
Serial Number:	85286283	REF FUEL	
Serial Number:	85286300	S	
Registration Number:	4062821	RX4SAFETY	
Serial Number:	77745867	SHIFT TO NEUTRAL	

CH \$415.00 2865389

Registration Number:	3559767	TRANSRIVER MARKETING COMPANY
Serial Number:	85286274	S

CORRESPONDENCE DATA

Fax Number: 2124552502

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: (212) 455-7976

Email: ksolomon@stblaw.com

Correspondent Name: Mindy M. Lok, Esq.

Address Line 1: Simpson Thacher & Bartlett LLP

Address Line 2: 425 Lexington Avenue

Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER:	064310/0608
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NAME OF SUBMITTER:	Mindy M. Lok
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Signature:	/mml/
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Date:	05/11/2012
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Total Attachments: 6

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GRANT OF
SECURITY INTEREST IN TRADEMARK RIGHTS

THIS GRANT OF SECURITY INTEREST IN TRADEMARK RIGHTS ("Agreement"), effective as of March 28, 2012, is made by COVANTA ENERGY CORPORATION, a Delaware corporation, located at 445 South Street, Morristown, New Jersey 07960 ("Grantor") and BANK OF AMERICA, N.A., as collateral agent for the Secured Parties (as herein defined) (together with successors and assigns in such capacity as Collateral Agent, the "Collateral Agent").

W I T N E S S E T H

WHEREAS, pursuant to the Credit and Guaranty Agreement, dated as of March 28, 2012, among Grantor, Covanta Holding Corporation, certain subsidiaries of Grantor, the lenders from time to time parties thereto (the "Lenders") and Bank of America, N.A., as Administrative Agent and Collateral Agent (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), the Lenders have severally agreed to make Loans and other extensions of credit to the Grantor upon the terms and subject to the conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor has executed and delivered a Pledge and Security Agreement, dated as of March 28, 2012, in favor of the Collateral Agent for the ratable benefit of the Secured Parties (as amended, restated, supplemented or otherwise modified from time to time, the "Pledge and Security Agreement");

WHEREAS, pursuant to the Security Agreement, the Grantor pledged and granted to the Collateral Agent for the ratable benefit of the Secured Parties a continuing security interest in its Intellectual Property, including the Trademarks and Trademark Licenses; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Loans and other financial accommodations to the Grantor pursuant to the Credit Agreement, the Grantor agrees, for the ratable benefit of the Secured Parties as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms used in this Agreement have the meanings given to them in the Pledge and Security Agreement.

SECTION 2. Grant of Security Interest in Trademarks. The Grantor hereby pledges and grants to the Collateral Agent, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the Trademarks and Trademark Licenses (including, without limitation, those items listed on Schedule A hereto).

Notwithstanding anything herein to the contrary, in no event shall the Trademarks or the Trademark Licenses or the security interest granted herein attach to (a) any lease, license, contract, property rights or agreement, and any assets subject to any thereof, to which Grantor is

[Grant of Security in Trademark Rights]

a party or any of its rights or interests thereunder if and for so long as the grant of such security interest shall continue or result in (i) the abandonment, invalidation or unenforceability of any right, title or interest of Grantor therein or (ii) a breach or termination pursuant to the terms of, or a default under, any such lease, license, contract, property rights or agreement (other than to the extent that any such term would be rendered ineffective pursuant to Sections 9-407,9-408 or 9-409 of the UCC (or any successor provision or provisions) of any relevant jurisdiction or any other applicable law (including the Bankruptcy Code) or principles of equity), provided however that the Trademarks and Trademark Licenses shall include and such security interest shall attach (x) immediately at such time as the condition causing such abandonment, invalidation or unenforceability shall be remedied, (y) immediately at such lease, license, contract, property rights or agreement that does not result in any of the consequences specified in (i) or (ii) above or, to the extent severable, at any such portion of such lease, license, contract, property rights or agreement that does not result in any such consequences, or (z) immediately at any application to register Trademarks in the United States Patent and Trademark Office (the “PTO”) based upon Grantor’s “intent to use” such Trademark (but if the grant of security interest to such intent-to-use Trademark violates 15 U.S.C. § 1060(a)) unless and until a “Statement of Use” or “Amendment to Allege Use” is filed in the PTO, at which point the Trademarks and/or Trademark Licenses, as the case may be, shall include, and the security interest granted hereunder shall attach to, such application.

SECTION 3. Purpose and Acknowledgement of Pledge and Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of recording the grant of security interest herein with the United States Patent and Trademark Office. The security interest granted hereby has been granted to the Lenders in connection with the security interest granted to the Collateral Agent for the Secured Parties pursuant to the Pledge and Security Agreement and the Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks and Trademark Licenses granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Agreement is deemed to conflict with the Pledge and Security Agreement, the provisions of the Pledge and Security Agreement shall control.

SECTION 4. Applicable Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York.

SECTION 5. Counterparts. This Agreement may be executed in one or more separable counterparts, each of which when so executed and delivered shall be deemed an original, but all of which together shall constitute one and the same original instrument.

IN WITNESS WHEREOF, the parties hereto have caused this Grant of Security Interest in Trademark Rights to be executed and delivered by its duly authorized officer thereunto duly authorized as of the date first above written.

COVANTA ENERGY CORPORATION

By: 

Name: Bradford J. Helgeson

Title: Vice President and Treasurer

BANK OF AMERICA, N.A.

By: 

Name: Maria F. Maia

Title: Managing Director

[Grant of Security Interest in Trademark Rights]

SCHEDULE A

U.S. Trademark Registrations and Applications

Country	Mark	Registration Number (Serial Number)	Registration Date (Filing Date)
USA	COVANTA ENERGY	2,865,389	7/20/04
USA	COVANTA	(77/054,918)	(12/1/06)
USA	TRANSRIVER	(77/054,552)	(11/30/06)
USA	4RECOVERY	AN: 85417332	(9/8/11)
USA	Bolt Design	AN: 85417331	(9/8/11)
USA	COVANTA 4RECOVERY	AN: 85417335	(9/8/11)
USA	ECOVANTA	AN: 85183842 RN: 4032755	(11/23/10) 9/27/11
USA	Power Plug & Arrow Design	AN: 85215307	(1/11/11)
USA	REF-FUEL	AN: 73835929 RN: 1602911	(11/3/89) 6/19/90
USA	REF FUEL	AN: 85286265	(4/5/11)
USA	REF FUEL	AN: 85286283	(4/5/11)
USA	REF FUEL Logo	AN: 85286300	(4/5/11)
USA	RX4SAFETY	AN: 85293670 RN: 4062821	(4/13/11) 11/29/11
USA	SHIFT TO NEUTRAL	AN: 77745867	(5/27/09)
USA	TRANSRIVER MARKETING COMPANY	AN: 77335072 RN: 3559767	(11/21/07) 1/13/09
USA	Raindrop Design	AN: 85286274	(4/5/11)

[Grant of Security in Trademark Rights]

TRADEMARK
REEL: 004778 FRAME: 0321

Trademark Licenses

None.

[Grant of Security in Trademark Rights]